REMARKS

After entering the above amendments, claims 1-20 will be pending. Reconsideration and allowance of the current application are requested in light of the above-marked amendments and the foregoing remarks.

Summary of Rejections. The Office has rejected claims 1, 2, 4-10, and 12-17[1] under 35 U.S.C. §102(b) as allegedly being anticipated by U.S. 6,098,093 to Bayeh (hereinafter "Bayeh"); and claims 3, 11, and 18-20 under 35 U.S.C. §103(a) as allegedly being unpatentably obvious over Bayeh in view of U.S. 6,961,776 to Buckingham ("Buckingham").

Summary of Amendments. With this amendment, claim 18 has been amended. This amendment is fully supported by the original specification, at least as follows: claim 1 discloses that the web application is a terminated web application. This limitation has been made explicit in claim 18.

Rejections under 35 USC §102

Claims 1, 2, 4-10, and 12-17 stand rejected under 35 U.S.C. §102(b) as allegedly being anticipated by Bayeh. This rejection is respectfully traversed. To present a valid anticipation rejection under 35 U.S.C. §102, the Office must identify a single prior art reference in which "each and every element as set forth in the claim is found, either expressly or inherently described." MPEP §2131 quoting *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). The rejections over Bayeh fail to satisfy this burden with regards to the currently pending claims.

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[1] Applicant notes that while the summary statement of the anticipation rejections over Bayeh on page 2 of the current Office Action indicates that claims 1, 2, 4-10, and 12-19 have been rejected, claims 18 and 19 are not addressed in the actual explanation of the rejections. As such, Applicant assumes that the summary statement was in error.

With regards to claim 1, the Office has alleged that the passages at col. 3 lines 20-53 and col. 10 lines 10-31 of Bayeh anticipates claim 1 which reads as follows (emphasis added):

> receiving a termination uniform resource locator (URL) from a client relating to a <u>terminated</u> web application session, the termination URL including an external session identifier (ESID) identifying the terminated web application session;
>
> storing a state related to the terminated web application session associated with the ESID;
>
> receiving a request from the client for a new web application session;
>
> determining whether the request includes an identifier that corresponds to the ESID of the terminated web application session; and
>
> if the identifier corresponds to the ESID of the terminated web application session, serving the new web application session according to the state related to the terminated web application session.

Applicant respectfully submits that the Office's assertion that the cited passages anticipate the recited features of claim 1 is in error. The cited passage at col. 3 discusses the use of cookies and URL rewriting, not with the receipt of a termination URL that relates to a terminated wed application session. In contrast, all of description provided by Bayeh deals with activities that the server executes prior to sending a page to a client. For example, a cookie is <u>stored on a client machine</u> (not the server) and then sent to a server at the time a session is initiated so that the server can recreate a previously experience browser state for the client. The cookie is not communicated to the server at the termination but rather at the beginning of the session. For clarification of this point, Bayeh states at col. 3 lines 40-52 that

> URL rewriting is a way of ensuring that requests sent to the server will have the session ID plugged into the URL... before the server sends a page to a client, the server will check to see if the page has URLs embedded in it. If so, the server adds a session ID parameter

and the unique identifier for this session into the URL syntax before
sending the page.

Similarly, at col. 10 lines 10-31, Bayeh again addresses the use of cookies and URL rewriting to

communicate state information from the client to the server at the time that the client session is

initiated. Neither in the two cited passages nor anywhere else in the disclosure does Bayeh disclose

or suggest the use of a <u>termination</u> URL that is received from a client relating to a <u>terminated</u> web

application session or to the storage of the state related to the terminated web session.

Furthermore, while cookies such as those discussed by Bayeh are retained on a client, all of

the recited elements in claim 1 occur not at the client, but at a server or other processor that receives

the termination URL and then later a request for a new web application session. As noted above,

the disclosure of Bayeh deals with storage of state information at the client. The current subject

matter is clearly differentiated from this disclosure by the features of receiving the termination URL

which includes state information from a terminated web application session on a client, storing this

state information, and then using the stored stated information upon receipt of a new session

request.

Claim 12 includes limitations including receipt of a request for a new application session

from a client and identification of a previously received ESID based on information in the request.

As in claim 1, Bayeh does not disclose storing of any information about a terminated application,

except at the client in the form of a cookies. The system and method of Bayeh does not in any way

include storage of an <u>external</u> session identification and checking of an identifier in a new web

application request to determine if the new application request identifies the terminated web

application session identified in the ESID. As noted above, all of the Bayeh's disclosure involves

retention of state information at the client in the form of a cookie or a rewritten URL. No client-

specific state information that pertains to a terminated web application session is either transmitted

to or stored at the web application server. As such, Bayeh cannot correctly be alleged to anticipate claim 12.

The Office has also alleged that Bayeh anticipates claims 2 and 4-10, which depend from and therefore include all of the limitations of claim 1. As a first point, these dependent claims are all allowable for at least the reasons stated above in reference to claim 1. As a further note of differentiation of the subject matter of claim 1, Applicant notes that claim 6 recites receiving a "start URL" as part of the request for a new application session. The Office has cited the same passages in Bayeh as allegedly anticipating both this feature and the above-discussed limitations of claim 1. As Bayeh discloses only one type of communication between the client and server and only at the start of the application session (either via a cookie of rewritten URL), the cited disclosure cannot properly anticipate two different types of client-server communication as explicitly recited in claim 6 depending from claim 1.

For at least these reasons, withdrawal of the pending rejection under 35 U.S.C. §102 is respectfully requested.

Rejections under 35 USC §103

Claims 3, 11, and 18-20 stand rejected under 35 U.S.C. §103(a) as allegedly being unpatentably obvious over Bayeh in view of Buckingham. This rejection is respectfully traversed. For a proper rejection under 35 U.S.C. §103(a), the Office "bears the initial burden of factually supporting any *prima facie* conclusion of obviousness" and must therefore present "a clear articulation of the reason(s) why the claimed invention would have been obvious." MPEP §2142. An obviousness rejection "cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." MPEP §2141 quoting *KSR International Co. v. Teleflex Inc.*, 82 USPQ2d 1386, 1385

(2007). This rationale must include a showing that all of the claimed elements were known in the prior art and that one skilled in the art could have combined the elements as claimed by known methods with no change in their respective functions, to produce a combination yielding nothing more than predictable results to one of ordinary skill in the art. *KSR*, 82 USPQ2d at 1395. MPEP §2141.02 further notes that "a prior art reference must be considered in its entirety, i.e., as a whole, including portions that would lead away from the claimed invention. *W.L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 USPQ 303 (Fed. Cir. 1983), *cert. denied*, 469 U.S. 851 (1984). The rejections over Bayeh and Buckingham fail to satisfy this burden with regards to the currently pending claims.

Buckingham describes a system for enabling multiple types of end user devices to access an Internet-based application. The Office has apparently cited Buckingham simply for its disclosure of a portal. As such, the rejections of claims 3 and 11, which depend from and include the aforementioned limitations of claim 1, are respectfully traversed. Buckingham does cure the deficiencies of Bayeh regarding receipt of a termination URL that relates to a terminated web application session. Similarly, as no disclosure or suggestion is provided regarding the receipt of such a termination URL, Buckingham cannot properly be alleged to disclose or suggest the storage of the ESID that is included in the termination URL.

Independent claim 18 includes similar limitations to claim 1. A minor amendment has been made to claim 18 to recite that the web application has been terminated as in claim 1. Claim 18 also makes explicit the above-referenced limitation with regards to the server having a memory that stores the state associated with the ESID. Neither Bayeh nor Buckingham disclose or suggest such a limitation.

Applicant also respectfully submits that Buckingham does not cure any of the above-

identified deficiencies in Bayeh with regards to claims 1, 2, 4-10, or 12-17. Favorable action is requested. For at least these reasons, withdrawal of the pending rejections under 35 U.S.C. §103(a) is respectfully requested.
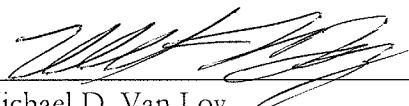
CONCLUSION

On the basis of the foregoing amendments, the pending claims are in condition for allowance. It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper.

The Commissioner is hereby authorized to charge any additional claim fees and any additional fees that may be due, or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 34874-060/2003P00056US01. If there are any questions regarding this reply, the Examiner is encouraged to contact the undersigned at the telephone number provided below.

Respectfully submitted,

Date: __August 18, 2008__

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